



**ADDENDUM NO.: 1**

November 21, 2013

**TO:** All Prospective Bidders  
**SUBJECT: BID NO.:** 0398-0/19  
**TITLE:** Liquid Chlorine  
**BID OPENING DATE:** Wednesday, December 11, 2013, 2:00 PM

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Remove pages 6 and 12 from the bid solicitation and insert pages 6a and 12a.

Bid opening date has been changed to Wednesday, December 18, 2013, 2:00 PM.

**All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.**

Miami-Dade County

*Herman Ramsey*  
Herman Ramsey  
Procurement Contracting Officer

cc: Clerk of the Board

**SECTION 2 SPECIAL CONDITIONS  
LIQUID CHLORINE****2.6.2 GROUP II – One Ton and 150 Pound Cylinders**

Bidder(s) shall deliver within three (3) calendar days after the receipt of an order from the user department. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 9:00 AM and 3:00 PM.

**Delivery Locations for One Ton Cylinders**

Central District Wastewater Treatment Plant  
3989 Rickenbacker Causeway  
Miami, Florida 33149  
Estimated Annual Quantity: 2,500 Tons

**Delivery Locations for 150 Pound Cylinders**

Water Transmission and Distribution Division 11<sup>th</sup> Street Distribution Yard  
1001 NW 11<sup>th</sup> Street  
Miami, Florida 33142  
Estimated Annual Quantity: Two (2) 150 lb. Cylinders

Bidders shall package in one ton and 150 pound cylinders of liquid chlorine directly from the re-packagers' plant to the Wastewater Treatment Plants (WWTP) operated by Miami-Dade County Water and Sewer Department. All County WWTPs have overhead cranes. Deliveries cannot be made in a box truck; they must be on a flatbed truck.

The cylinders and valves used shall be in top condition: reconditioning of cylinders and valves (handling of cylinder prior to filling) must conform to the best practices of the industry. There must be no corrosion of valves or flaking paint on cylinders.

**2.6.3 PACKING SLIP / DELIVERY TICKET**

Bidder shall enclose a complete **packing slip / delivery ticket** with any product to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket** shall be available to the County's authorized representative during delivery. The **packing slip / delivery ticket** shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.6.4 TESTING / NONCONFORMANCE OF PRODUCTS/EQUIPMENT**

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance / performance. If it is found that the delivered commodities do not conform to the specifications and/or any defective equipment used to deliver the commodities, the County will notify the bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

Should the bidder fail to deliver liquid chlorine product or equipment within the time frame specified above, it may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the firm re-procurement charges, if applicable.


**2.6.5 SECURITY OF DELIVERIES**

Bidder(s) shall not disclose any shipping information, e. g. delivery schedules, rail car locations, delivery routes, etc., to any person, company or organization without the written permission of the County. The awarded vendor(s) must seal all shipments made pursuant to

SECTION 4 BID SUBMITTAL FORM:  
LIQUID CHLORINE

FIRM NAME: \_\_\_\_\_

GROUP II				
Item no.	Description	Est. Annual Quantity / Unit Measures		Unit Price Per Ton
1	Liquid Chlorine in One Ton Cylinders delivered to various locations in Paragraph 2.6.2	2,500	Tons	\$
				Unit Price Per Cylinder
2	Liquid Chlorine delivered in 150 lb. Cylinders as per Paragraph 2.6.2	2	Each	\$
Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder being deemed non-responsive.				

QUALIFYING CRITERIA 	GROUP II: IF THE BIDDER IS The manufacturer and/or authorized distributor
Product Manufacturer Authorization Letter Paragraph 2.3.2 (a)	
ANSI/NSF Standard 60 Certification Paragraph 2.3.2 (b)	
Material Safety Data Sheets (MSDS) Paragraph 2.3.2 (c)	
Product Manufacturer:	



**BID NO.: 0398-0/19**

**OPENING: 2:00 P.M.  
WEDNESDAY  
DECEMBER 11, 2013**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

**LIQUID CHLORINE**

**FOR INFORMATION CONTACT:**

**Herman Ramsey, [hramsey@miamidade.gov](mailto:hramsey@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT SERVICES DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 0398-0/19**

**Bid Title: Liquid Chlorine**

**Procurement Officer: Herman Ramsey**

**Bids will be accepted until 2:00 p.m. on Wednesday, December 11, 2013**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT SERVICES DIVISION**

**SECTION 1 GENERAL TERMS AND CONDITIONS  
LIQUID CHLORINE**

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-8.pdf>

**SECTION 2 SPECIAL CONDITIONS  
LIQUID CHLORINE****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for Group I: the purchase and delivery of liquid chlorine in 90 ton rail cars directly from manufacturer's plant; and for Group II: the purchase and delivery of liquid chlorine in one (1) ton and 150 pound cylinders directly from the re-packer's plant to Miami-Dade County on an as-needed basis.

**2.2 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years and upon completion of the expressed and/or implied warranty periods, and shall expire on the last of the five year period.

**2.3 METHOD OF AWARD:****2.3.1 Group I: Multiple Bidders for Each Item**

Purchase and delivery of liquid chlorine in 90 Ton Rail Cars

Award(s) will be made to the two (2) lowest priced responsive and responsible bidders on an item-by-item basis. Before a bidder is considered for award all the qualification criteria listed below shall be met. While the method of award prescribes the method for determining the lowest responsive and responsible bidder, the County will award this contract to the designated lowest bidder as the primary bidder and will award this contract to the designated second lowest bidder as the secondary bidder respectively. If the County exercises this right, the primary bidder shall have the primary responsibility to initially deliver the goods identified in this contract. If the primary bidder fails to perform it may be terminated for default and the County shall have the option to seek the identified goods from the secondary bidder.

Award to multiple bidders is made for the convenience of the County and does not exempt the primary bidder from fulfilling its contractual obligations. Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the bidder re-procurement costs, if applicable.

**Bidders Qualifications:** In order to be considered, bidders shall provide the following:

- a) Bidders shall be the product manufacturer and/or authorized distributor of the product manufacturer.

If the bidders are the product manufacturer it must be indicated on letterhead.

**If the bidders are the authorized distributor:**

1. Provide a current letter (within the last 12 months from bid submission) from the manufacturer, stating that the bidder is an authorized distributor. This letter must be signed and presented on the manufacturer's letterhead with the contact person name and phone number.

**SECTION 2 SPECIAL CONDITIONS  
LIQUID CHLORINE**

Third party bidder (reseller or toll blender) will not be considered qualified.

- b) Bidder(s) shall provide an American National Standard Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals.
- c) Bidder(s) shall provide copies of established contract agreements with product manufacturer that demonstrate its ability and experience to provide the liquid chlorine in the quantities required by the County.
- d) Bidder(s) shall provide a list of at least three (3) references where the bidder has distributed liquid chlorine in rail car lot shipments (Commercial Business and/or Government Agencies) in which the bidder has an established good standard of performance for three (3) recent years.
- e) Bidder(s) shall provide Material Safety Data Sheets (MSDS).

The liquid chlorine must be clearly identified on the offer submittal pages as to the product manufacturer and shipping point, as requested, in order to be eligible for award. Furthermore, the County at its sole discretion may request additional information in order to assess bidder responsibility. Failure to supply these documents may result in the offer being deemed non-responsive.

**2.3.2 Group II: Multiple Bidders for Each Item**

Purchase and delivery of liquid chlorine in One Ton and 150 Pound Cylinders

Award(s) will be made to the two (2) lowest priced responsive and responsible bidders on an item-by-item basis. Before a bidder is considered for award all of the qualification criteria listed throughout the solicitation shall be met. While the method of award prescribes the method for determining the lowest responsive and responsible bidder, the County will award this contract to the designated lowest bidder as the primary bidder and will award this contract to the designated second lowest bidder as the secondary bidder respectively. If the County exercises this right, the primary bidder shall have the primary responsibility to initially perform the service and deliver the good identified in this contract. If the primary bidder fails to perform it may be terminated for default and the County shall have the option to seek the good and/or services from the secondary bidder.

Award to multiple bidders is made for the convenience of the County and does not exempt the primary bidder from fulfilling its contractual obligations. Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the bidder re-procurement costs, if applicable.

**Bidders Qualifications:** In order to be considered, bidders shall provide the following:

- a) Bidders shall be the product manufacturer and/or authorized distributor of the product manufacturer.

If the bidder is the manufacturer it must be indicated on company letterhead.

**If the bidder is an authorized distributor:**



**SECTION 2 SPECIAL CONDITIONS  
LIQUID CHLORINE**

1. Provide a current letter (within the last 12 months from bid submission) from the manufacturer, stating that the bidder is an authorized distributor. This letter must be signed and presented on the manufacturer's letterhead with the contact person name and phone number.

Third party bidder (reseller or toll blender) will not be considered qualified.

- b) Bidder(s) shall provide Material Safety Data Sheets (MSDS).
- c) Bidder(s) shall provide an American National Standard Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals.

The liquid chlorine must be clearly identified on the offer submittal pages as to the product manufacturer and shipping point, as requested, in order to be eligible for award. Furthermore, the County at its sole discretion may request additional information in order to assess bidder responsibility. Failure to supply these documents may result in the offer being deemed non-responsive.

**2.4 PRICES**

The initial contract prices resultant from this solicitation shall prevail for a twelve (12) month period from the contract's initial effective date. The pricing adjustment may be upward or downward but shall not be in the excess of the Producer Price Index (PPI), commodity code (as updated) 061303: Alkalies and chorine.

It is the bidders' responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidders' request for adjustment should be submitted 90 calendar days prior to expiration of the then current twelve (12) month period. The bidder adjustment request should not be in excess of the relevant pricing index change. The prevailing price period may be extended based on current market conditions but no less than a 12 month period.

Any adjustment received after ninety (90) calendar days from the expiration of the then current twelve (12) month period may not be considered. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the next twelve-month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional twelve-month period based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidders and/or terminate the contract with the bidders based on such price adjustments. Adjustment to price may affect the primary secondary position.

The bidders' price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the bidders will be disallowed.

**SECTION 2 SPECIAL CONDITIONS  
LIQUID CHLORINE****2.5 INSURANCE REQUIREMENTS (This section supersedes the information listed in Section 1, Paragraph 1.21.)**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

In addition to any specific State or Federal insurance requirements, the vendor shall furnish to the Vendor Assistance Section, Internal Services Department, Procurement Management Services Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, including XCU, Completed Operations and Pollution Liability coverage in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**SECTION 2 SPECIAL CONDITIONS  
LIQUID CHLORINE**

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The successful bidders shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the bidder shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the bidder to provide the required certificate of insurance within fifteen (15) business days may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.

The successful bidders shall be responsible for assuring that the insurance certificate required in conjunction with this Section remains in force for the duration of the contractual period; including any and all option years. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.24 of the solicitation.

**2.6 DELIVERY****2.6.1 GROUP I – Rail Cars**

Bidder(s) shall deliver within seven (7) calendar days after the receipt of an order from the user department. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

**Delivery Locations**

John E. Preston Water Treatment Plant 1100 West 2 <sup>nd</sup> Ave Miami, Florida 33010 Estimated Annual Quantity: 2,610 Tons	Alexander Orr Jr. Water Treatment Plant 6800 SW 87 <sup>th</sup> Ave Miami, Florida 33173 Estimated Annual Quantity: 2,070 Tons
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Bidders shall ship an estimated 4,680 tons of liquid chlorine in 90 ton railcar directly from the manufacturer's plant to the Water Treatment Plants operated by Miami-Dade County Water and Sewer Department.

**SECTION 2 SPECIAL CONDITIONS  
LIQUID CHLORINE****2.6.2 GROUP II – One Ton and 150 Pound Cylinders**

Bidder(s) shall deliver within three (3) calendar days after the receipt of an order from the user department. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 9:00 AM and 3:00 PM.

**Delivery Locations for One Ton Cylinders**

Central District Wastewater Treatment Plant 3989 Rickenbacker Causeway Miami, Florida 33149 Estimated Annual Quantity: 2,500 Tons	North District Plant 2575 NE 151 <sup>st</sup> Street Miami Beach, Florida 33160 Estimated Annual Quantity: 300 Tons
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**Delivery Locations for 150 Pound Cylinders**

Water Transmission and Distribution Division 11<sup>th</sup> Street Distribution Yard  
1001 NW 11<sup>th</sup> Street  
Miami, Florida 33142  
Estimated Annual Quantity: Two (2) 150 lb. Cylinders

Bidders shall package in one ton and 150 pound cylinders of liquid chlorine directly from the re-packagers' plant to the Wastewater Treatment Plants (WWTP) operated by Miami-Dade County Water and Sewer Department. All County WWTPs have overhead cranes. Deliveries cannot be made in a box truck; they must be on a flatbed truck.

The cylinders and valves used shall be in top condition: reconditioning of cylinders and valves (handling of cylinder prior to filling) must conform to the best practices of the industry. There must be no corrosion of valves or flaking paint on cylinders.

**2.6.3 PACKING SLIP / DELIVERY TICKET**

Bidder shall enclose a complete **packing slip / delivery ticket** with any product to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket** shall be available to the County's authorized representative during delivery. The **packing slip / delivery ticket** shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.6.4 TESTING / NONCONFORMANCE OF PRODUCTS/EQUIPMENT**

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance / performance. If it is found that the delivered commodities do not conform to the specifications and/or any defective equipment used to deliver the commodities, the County will notify the bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

Should the bidder fail to delivered liquid chlorine product or equipment within the time frame specified above, it may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the firm re-procurement charges, if applicable.

**2.6.5 SECURITY OF DELIVERIES**

Bidder(s) shall not disclose any shipping information, e. g. delivery schedules, rail car locations, delivery routes, etc., to any person, company or organization without the written permission of the County. The awarded vendor(s) must seal all shipments made pursuant to

**SECTION 2 SPECIAL CONDITIONS  
LIQUID CHLORINE**

this bid and the seal must remain unbroken until the delivery is received at the designated facility.

**2.7 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Herman Ramsey, at email – [hramsey@miamidade.gov](mailto:hramsey@miamidade.gov).

**2.8 COMPLIANCE / REGULATION****2.8.1 FEDERAL STANDARDS**

All services / products to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**2.8.2 POLLUTION CONTROL**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Regulatory and Economic Resources (RER), 701 NW 1<sup>st</sup> Court, Suite 400., Miami, Florida 33136, Telephone (305) 372-6789.

**2.8.3 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.9 PURCHASE OF OTHER ITEMS**

While the County has listed all major items within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional like items that must be added to the contract after award. Under these circumstances, a County representative will contact the bidder(s) and obtain a price quote for the additional like items. The County reserves the right to award these additional items to the bidder under this contract, or another commercial source, based on the lowest price quoted. If the bidder under this contract offers the lowest quotes, the award will be confirmed as an addendum to the contract award sheet and/or separate release or purchase order between the bidder and the County.

**2.10 DEMURRAGE CHARGES WILL NOT BE ALLOWED**

The County shall not incur separate demurrage charges from bidders who supply containers on an interim basis to the County in conjunction with this contract. Any rental or demurrage costs for such containers that are normally charged by the bidder must be reflected in the unit prices offered by the bidder.

**SECTION 3 TECHNICAL SPECIFICATIONS  
LIQUID CHLORINE****3.0 SCOPE OF WORK**

The purpose of this solicitation is to award a contract for the purchase and delivery of liquid chlorine in 90 ton rail cars; and/or liquid chlorine in one (1) ton and 150 pound cylinders.

The liquid chlorine for both groups shall be suitable in all respects for drinking water and wastewater treatment.

**3.1 PUBLICATIONS****3.1.1 Group I: 90 Ton Rail Cars**

The liquid chlorine shall be suitable in all respects for drinking water treatment, and shall conform to the following publications in effect on the date of the issue of this bid solicitation a part of these specifications:

- a. American National Standards Institute/National Science Foundation/American Water Works Association (ANSI/NSF/AWWA) B301-81 or its most current issue.
- b. American National Standards Institute/National Science Foundation Standard 60 Certificate (ANSI/NSF Standard 60 Certificate) as required by FAC 62-555.320 (3) (b) Drinking Water Treatment Chemicals.
- c. FSC 62-555 Permitting and Construction of Public Water Supplies.

**3.1.2 Group II: One (1) Ton and 150 Pound Cylinders**

The liquid chlorine shall be suitable in all respects for water and wastewater treatment, and shall conform to the following:

- a. American Water Works Association (AWWA) Specifications B301-59 or its latest revision.
- b. Shall be 100% CL2, free of iron.

SECTION 4 BID SUBMITTAL FORM  
LIQUID CHLORINE

**Submit Bid To:**  
**CLERK OF THE BOARD**  
 Stephen P. Clark Center  
 111 NW 1<sup>st</sup> Street  
 17<sup>th</sup> Floor, Suite 202  
 Miami, Florida 33128-1983

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**DECEMBER 11, 2013**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued  
by: hlr

ISD/PMS

Date Issued:  
11/6/2013

This Bid Submittal Consists of  
Pages 9 through 15+Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title:**  
**LIQUID CHLORINE**

A Bid Deposit in the amount of **NA** of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **NA** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 885-38, 40, 885, 505-25, 180-36	
Procurement Contracting Officer      Herman Ramsey	

FIRM NAME \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.**

**FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.**


SECTION 4 BID SUBMITTAL FORM:  
LIQUID CHLORINE

FIRM NAME: \_\_\_\_\_

GROUP I				
Item no.	Description	Est. Annual Quantity / Unit Measures		Unit Price Per Ton
1	Liquid Chlorine delivered by railcar to John E. Preston Water Treatment Plant Per Paragraph 2.6.1	2,610	Tons	\$
2	Liquid Chlorine delivered by railcar to Alexander Orr Jr. Water Treatment Plant Per Paragraph 2.6.1	2,070	Tons	\$

Note: For purposes of this bid 2,000 pounds equals one tone.

Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder being deemed non-responsive.

<b>QUALIFYING CRITERIA</b> 	GROUP I: IF THE BIDDER IS
	The manufacturer and/or authorized distributor
Product Manufacturer Authorization Letter Paragraph 2.3.1 (a)	
ANSI/NSF Standard 60 Certification Paragraph 2.3.1 (b)	
Material Safety Data Sheets (MSDS) Paragraph 2.3.1 ( e )	
Contract Agreements with Product Manufacturer Paragraph 2.3.1 ( c )	
Product Manufacturer of Item No. 1:	
Product Manufacturer of Item No. 2:	
Shipping Point of Item No. 1:	
Shipping Point of Item No. 2:	




SECTION 4 BID SUBMITTAL FORM:  
LIQUID CHLORINE

FIRM NAME: \_\_\_\_\_

List References of Recent or Current Customers (Paragraph 2.3.1 (d))	
Company Name:	
Company Address:	
City/State/Zip Code:	
Contact Person Name:	
Contact Person Title:	
Contact Person Telephone Number:	
Contact Person E-Mail Address:	
Company Name:	
Company Address:	
City/State/Zip Code:	
Contact Person Name:	
Contact Person Title:	
Contact Person Telephone Number:	
Contact Person E-Mail Address:	
Company Name:	
Company Address:	
City/State/Zip Code:	
Contact Person Name:	
Contact Person Title:	
Contact Person Telephone Number:	
Contact Person E-Mail Address:	
NOTE: Bidders are encouraged to inform submitted references that Miami Dade County will be seeking information from them.	

SECTION 4 BID SUBMITTAL FORM:  
LIQUID CHLORINE

FIRM NAME: \_\_\_\_\_

GROUP II			
Item no.	Description	Est. Annual Quantity / Unit Measures	Unit Price Per Ton
1	Liquid Chlorine in One Ton Cylinders delivered to various locations in Paragraph 2.6.2	2,800 Tons	\$
			<b>Unit Price Per Cylinder</b>
2	Liquid Chlorine delivered in 150 lb. Cylinders as per Paragraph 2.6.2	2 Each	\$
<p>Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder being deemed non-responsive.</p>			
QUALIFYING CRITERIA 		GROUP II: IF THE BIDDER IS	
		<b>The manufacturer and/or authorized distributor</b>	
Product Manufacturer Authorization Letter Paragraph 2.3.2 (a)			
ANSI/NSF Standard 60 Certification Paragraph 2.3.2 (b)			
Material Safety Data Sheets (MSDS) Paragraph 2.3.2 (c)			
Product Manufacturer:			

SECTION 4 BID SUBMITTAL FORM:

LIQUID CHLORINE

ACKNOWLEDGEMENT OF ADDENDA

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**Bid Title:** Liquid Chlorine

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is \_\_\_\_\_.



**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_/\_\_/\_\_-\_\_/\_/\_/\_/\_/\_/\_

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: \_\_\_\_\_ (Signature of authorized agent)

**\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**



# **APPENDIX**

## **AFFIDAVITS** **FORMAL BIDS**



Miami-Dade County  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : \_\_\_\_\_ Federal Employer  
Identification Number (FEIN): \_\_\_\_\_

Contract Title: \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6. <b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code	8. <b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. <b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

_____ Printed Name of Affiant	_____ Printed Title of Affiant	_____ Signature of Affiant
_____ Name of Firm		_____ Date
_____ Address of Firm	_____ State	_____ Zip Code

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me ☐ or has produced Identification ☐

Type of identification produced \_\_\_\_\_

_____ Signature of Notary Public	_____ Serial Number	
_____ Print or Stamp of Notary Public	_____ Expiration Date	_____ Notary Public Seal

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature

Revised 2/11/11



**SUBCONTRACTOR/SUPPLIER LISTING**  
**(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)**

Firm Name of Prime Contractor/Respondent \_\_\_\_\_

FEIN # \_\_\_\_\_

Project/Contract Number \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-08, an entity contracting with the County shall report the race, gender and ethnic origin of the owner and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employees (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplier/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employees (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or Office to the Small Business Development Division of the Regulatory and Economic Resources Department at [smallbiz@miamidade.gov](mailto:smallbiz@miamidade.gov).

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_